

A

WESTLB AG, NEW YORK BRANCH
1211 Avenue of the Americas
New York, New York 10036

February 25, 2010

Metro Funding Corp.
One Kalisa Way, Suite 310
Paramus, New Jersey 07652
Attn.: David Hecht

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Servicing Agreement, dated as of July 1, 2008 (as amended, supplemented or otherwise modified from time to time, the "Servicing Agreement"), by and among Metro Funding Corp. (the "Servicer"), MFC Funding, LLC, as Owner, Wells Fargo Bank, National Association, as Back-up Servicer and WestLB AG, New York Branch, as Agent (the "Agent"). Capitalized terms used but not otherwise defined herein have the meaning given in the Servicing Agreement.

At the Lender's request, the Agent hereby terminates Metro Funding Corp., as Servicer, based on the Servicer Termination Events that have occurred and are continuing, including, without limitation, under Sections 6.01(i) of the Servicing Agreement, which termination shall be effective immediately. The Agent has appointed Trimont Real Estate Advisors, Inc. ("Trimont") to act as Servicer, effective immediately.

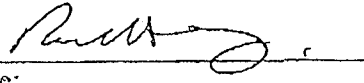
As of the date hereof, the Agent hereby directs Metro Funding Corp. to cooperate in all respects with the transition of files, electronic and other data, and as otherwise required under the Servicing Agreement to Trimont.


The Agent hereby reserves all of its rights and remedies under the Servicing Agreement and applicable law and at equity.

Exhibit A

This letter constitutes a Transaction Document. The terms of Sections 9.03, 9.04 and 9.05 of the Servicing Agreement shall apply to this letter in all respects.

WESTLB AG, NEW YORK BRANCH

By: 
Name:
Title: Robert Rabbino
Executive Director

By: 
Name: Jon Hellbusch
Title: Executive Director

cc: MFC Funding, LLC

B

WESTLB AG, NEW YORK BRANCH
1211 Avenue of the Americas
New York, New York 10036

February 25, 2010

Metro Funding Corp.
MFC Funding LLC
One Kalisa Way, Suite 310
Paramus, New Jersey 07652
Attn.: David Hecht

Re: \$50,000,000 Warehouse Secured Revolving Credit Facility

Dear Mr. Hecht:

Reference is made to that certain Amended and Restated Credit and Security Agreement, dated as of July 1, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MFC Funding LLC (the "Borrower"), Wells Fargo Bank, National Association, and WestLB AG, New York Branch, as Lender and Agent (in such capacity, the "Agent"). Capitalized terms used but not otherwise defined herein have the meaning given in the Credit Agreement.


As you have been previously informed in writing, various Events of Default, Early Amortization Events and Servicer Termination Events have occurred and are continuing. Based on the outstanding Events of Default, the Agent, at the request of the Lender, hereby declares the occurrence of the Termination Date as of the date hereof, declares the Loan Amount, together with all accrued interest thereon, immediately due and payable and declares the obligation of the Lender to make Advances under the Credit Agreement and of the Custodian to make distributions under Sections 2.6(d)(i), (ii) and (iii) of the Credit Agreement terminated, in each case effective as of the date hereof.

Exhibit B

The Agent hereby expressly reserves all of its other rights and remedies against the Servicer and the Borrower under the Transaction Documents and applicable law and at equity. The Agent has not waived any of its rights or remedies under the Transaction Documents, any applicable documentation, or law or at equity, and nothing in this letter, nor any delay or course of dealing on the Agent's part in exercising such rights or remedies, shall be construed as waiver of any such rights or remedies.

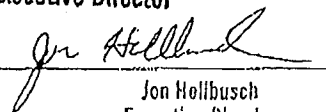
Very truly yours,

WESTLB AG, NEW YORK BRANCH, as
Agent

By: 

Name:

Title: Robert Rabbino
Executive Director

By: 

Name:

Title: Jon Holibusch
Executive Director

c

WESTLB AG, NEW YORK BRANCH
1211 Avenue of the Americas
New York, New York 10036

February 24, 2010

Valley National Bank
1455 Valley Road
Wayne, New Jersey 07470
Attn.: Mr. Michael Borsella

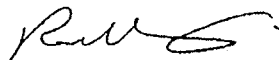
Dear Sirs:

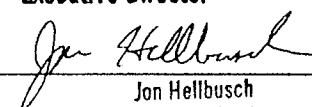
Reference is made to that certain Deposit Account Control Agreement, made as of February 28, 2007 (as amended, supplemented or otherwise modified from time to time, the "Agreement"), among WestLB AG, New York Branch (the "Lender"), Valley National Bank (the "Bank"), MFC Funding, LLC (the "Borrower") and Metro Funding Corp. (the "Servicer"). Capitalized terms used but not otherwise defined herein shall have the meanings given in the Agreement.

This letter confirms that an Event of Default exists under and defined in the Credit Agreement. Under Section 11(a) of the Agreement, the Lender hereby directs the Bank to transfer all funds on deposit in the Lockbox Account to the Collection Account immediately and to subsequently transfer any funds on deposit in the Lockbox Account to the Collection Account on the last business day of each week. In addition, this confirms that (i) the Agent is taking full control over the Lockbox Account and (ii) the Bank is prohibited from giving access to or taking any directions from the Borrower or the Servicer with respect to the Lockbox Account or otherwise.

Sincerely,

WESTLB AG, NEW YORK BRANCH

By: 
Name: _____
Title: Robert Rabbino
Executive Director

By: 
Name: _____
Title: Jon Hellbusch
Executive Director